

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER

July 27, 1990

RECORDATION NO

9638-A
FILED 1425

File No: A-10723

JUL 30 1990 -11 25 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

0-211A025

RE: Lease of Railroad Equipment dated August 1, 1978
between Great American Life Insurance Company and
Chicago and North Western Transportation Company
Recorded August 9, 1978, Assigned Recordation No. 9638

Dear Mr. Strickland:

Pursuant to Section 11303 (formerly Section 20(c)) of the Interstate Commerce Act, as amended, enclosed for recordation are counterparts of a Lease Extension and Agreement dated June 1, 1990 between Great American Life Insurance Company and Chicago and North Western Transportation Company, extending the above-referenced Lease.

Enclosed is a check for \$15.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files and return the remaining counterparts with the stamped recordation data to me.

Sincerely,

A handwritten signature in cursive script that reads "Lisa M. Fanelli".

Lisa M. Fanelli
Manager - Stock Operations

cc: M. H. Shumate, Jr. (C-17237)
N. H. Clark
R. C. Gancarz
K. H. Lange
K. D. Tucker
P. L. Menchey

cnw1-36

Interstate Commerce Commission
Washington, D.C. 20423

7/30/90

OFFICE OF THE SECRETARY

Lisa M. Fanelli

Manager-Stock Operation

Chicago & Northwestern Transportation Co.

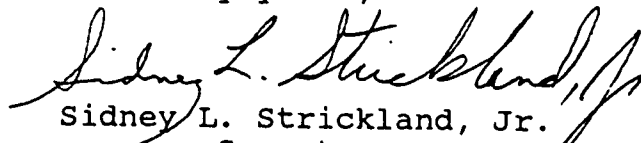
One North Western Center

Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/30/90 at 11:25am , and assigned recordation number(s). 9638-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

LEASE EXTENSION AND AGREEMENT

RECORDATION NO. 9638-2
FILED 1423
JUL 30 1990 - 11 25 AM
INTERSTATE COMMERCE COMMISSION

Lease Extension and Agreement dated as of June 1, 1990 between GREAT AMERICAN LIFE INSURANCE COMPANY ("GALIC") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee").

W I T N E S S E T H

WHEREAS, by that certain Lease of Railroad Equipment dated August 1, 1978 (the "Lease"), GALIC leased certain personal property (the "Equipment") to Lessee;

WHEREAS, the term of the Lease expires on September 15, 1990;

WHEREAS, the Lessee desires to extend the Lease and purchase the Equipment; and

WHEREAS, GALIC desires that the Lease be extended as provided by Section 16 of the Lease and that the Lessee purchase the Equipment, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration GALIC and Lessee hereby agree as follows:

1. Extension of Lease

a. The term of the Lease is hereby extended to expire on September 15, 1993.

b. During the extended lease term, rental shall be payable semi-annually in arrears, in installments of \$42,437.94 each. Such rental shall be payable on March 15 and September 15 of each year of the extended lease term, the first such payment due March 15, 1991 and the last such payment due September 15, 1993.

c. During the extended term of the Lease, the Stipulated Loss Value shall be \$220,000 less \$30,000 for each semi-annual rental payment paid during the extended lease term.

d. All other terms and conditions of the Lease shall remain in full force and effect during the extended lease term.

e. Lessee shall file to the extent applicable appropriate Uniform Commercial Code financing statements covering the Lease Extension Agreement with the Secretary of State of Illinois and appropriate documents with the Interstate Commerce

Commission pursuant to Section 11303 of the Interstate Commerce Act.

2. Purchase of Equipment

a. Lessee agrees to purchase, and GALIC agrees to sell, the Equipment on expiration of the extended lease term for a purchase price of One Dollar (\$1.00).

b. The purchase price for the Equipment is payable in cash by Lessee on the expiration date of the extended lease term.

c. Lessee shall bear all risk of loss to the Equipment until the Equipment is purchased by Lessee.

d. THE SALE OF THE EQUIPMENT TO LESSEE BY GALIC SHALL BE ON AN "AS-IS, WHERE-IS" BASIS. GALIC HAS NOT MADE AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS SAME; PROVIDED, THAT GALIC WARRANTS THAT THE EQUIPMENT WILL BE FREE AND CLEAR OF ALL ENCUMBRANCES ARISING BY, THROUGH AND UNDER GALIC, EXCEPT SUCH ENCUMBRANCES AS LESSEE HAS THE OBLIGATION TO REMOVE PURSUANT TO THE TERMS OF THE LEASE.

e. Upon purchase of the Equipment by Lessee from GALIC, GALIC shall execute and deliver to Lessee such release documents as are reasonably necessary to remove the lien of the Lease and all interests of GALIC arising by, through or under the Lease and shall deliver to Lessee a warranty bill of sale for the Equipment in the form of Exhibit "A" hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on its behalf of their proper officials thereunto duly authorized.

GREAT AMERICAN LIFE
INSURANCE COMPANY

By: 

Title: Asst. Secretary

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: 

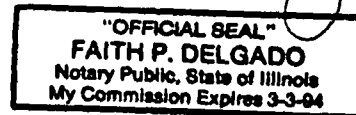
Title: Vice President - Finance

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 13th day of June, 1990 by John E. Voldseth, the Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, on behalf of said corporation.

Faith P. Delgado
Notary Public



My Commission Expires:

3/3/94

OHIO
STATE OF ~~ILLINOIS~~)
HAMILTON) SS
COUNTY OF ~~COOK~~)

The foregoing instrument was acknowledged before me this 11th day of ~~June~~ ^{July}, 1990 by Ronald C. Hayes, the Assistant Secretary of GREAT AMERICAN LIFE INSURANCE COMPANY, on behalf of said limited partnership.

Barbara Grosser
Notary Public

My Commission Expires:

BARBARA GROSSER
Notary Public, State of Ohio
My Commission Expires April 23, 1993

L255-1 (4.*)

BILL OF SALE

GREAT AMERICAN LIFE INSURANCE COMPANY, (hereinafter called the "Seller") in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt of all of which by it being hereby acknowledged, has bargained, sold, conveyed, transferred and delivered, and by these presents does hereby bargain, sell, grant, convey, transfer and deliver unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, (hereinafter called the "Buyer"), the following unit(s) of equipment (hereinafter referred to as "the Equipment"):

TO HAVE AND TO HOLD the same unto the said Buyer, its successors or assigns forever;

THE SELLER HEREBY WARRANTS to the Buyer, its successors and assigns, that upon the sale hereunder of the Equipment to the Buyer, as aforesaid, the Seller had legal title thereto, and good and lawful right to sell the same, and that title to said Equipment was then free and clear of all encumbrances arising by, through and under Seller, and Seller covenants that it will warrant and defend such title against all such claims and demands whatsoever; except for any such encumbrances as Buyer has the obligation to remove pursuant to the terms of that certain Lease of Railroad Equipment dated August 1, 1978 as amended to date between Seller and Buyer.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by its _____, thereunto duly authorized, and its corporate seal to be hereunto affixed and to be attested by its _____, the ____ day of _____, 19____.

GREAT AMERICAN LIFE
INSURANCE COMPANY

By: _____

Title: _____

CORPORATE SEAL

Attest:

Secretary